

AGREEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of February, 1983, between WRIGHT SCHUCHART, INC., a Washington corporation, hereinafter called "WSI", and DUWAMISH SHIPYARD, INC., a Washington corporation, hereinafter called "Duwamish", both of which hereinafter are referred to as the parties hereto, for and in consideration of the mutual benefits to be realized by the parties hereto:

WITNESSETH:

1. Duwamish hereby agrees to permit WSI to use a strip of land along the north border of the Duwamish Shipyard, located at 5658 West Marginal Way, in Seattle, King County, Washington, for the purpose of operating a whirley crane track, for a period of (10) years, said strip being legally described as follows:

Beginning at a point on the west bank of the Duwamish Waterway, said point being the northeast corner of the south 247.5 feet of the north 1,261.92 feet of Government Lot No. 7, Section 19, Township 24 North, Range 4 East, W.M., situated in King County, Washington; thence west along the northerly line of said 247.5 feet of the north 1,261.92 feet of Government Lot 7, a distance of 863 feet; thence south at right angles with said north line a distance of 5 feet; thence east parallel with said north line, a distance of 708 feet; thence south at right angles with said northerly line, a distance of 5 feet to the steel shop; thence east parallel with said northerly line, a distance of 155 feet; thence north a distance of 10 feet, more or less, to the true point of beginning.

Said strip of land is identified as "Property A" on the plot plan attached hereto as Exhibit "B" and incorporated by reference herein.

2. WSI hereby agrees to permit Duwamish to use the southeast corner of its property, which is adjacent to the Duwamish Shipyard. Said property is to be used by Duwamish for a period of ten (10) years for the purpose of operating a marine railway. Said parcel of land is identified as "Property B" on the plot plan attached hereto as Exhibit "B" and incorporated by reference herein.

3. Neither WSI nor Duwamish shall assign this Agreement, without the written consent of the other party, which consent shall not be unreasonably withheld, provided the purpose as stated herein shall remain essentially the same.

4. All of the terms and conditions of this agreement shall be binding on and inure to the benefit of the successors and assignees of both of the parties hereto.

Robt J. Frank  
WITNESS

WRIGHT SCHUCHART, INC.

By C. Tony Palmer

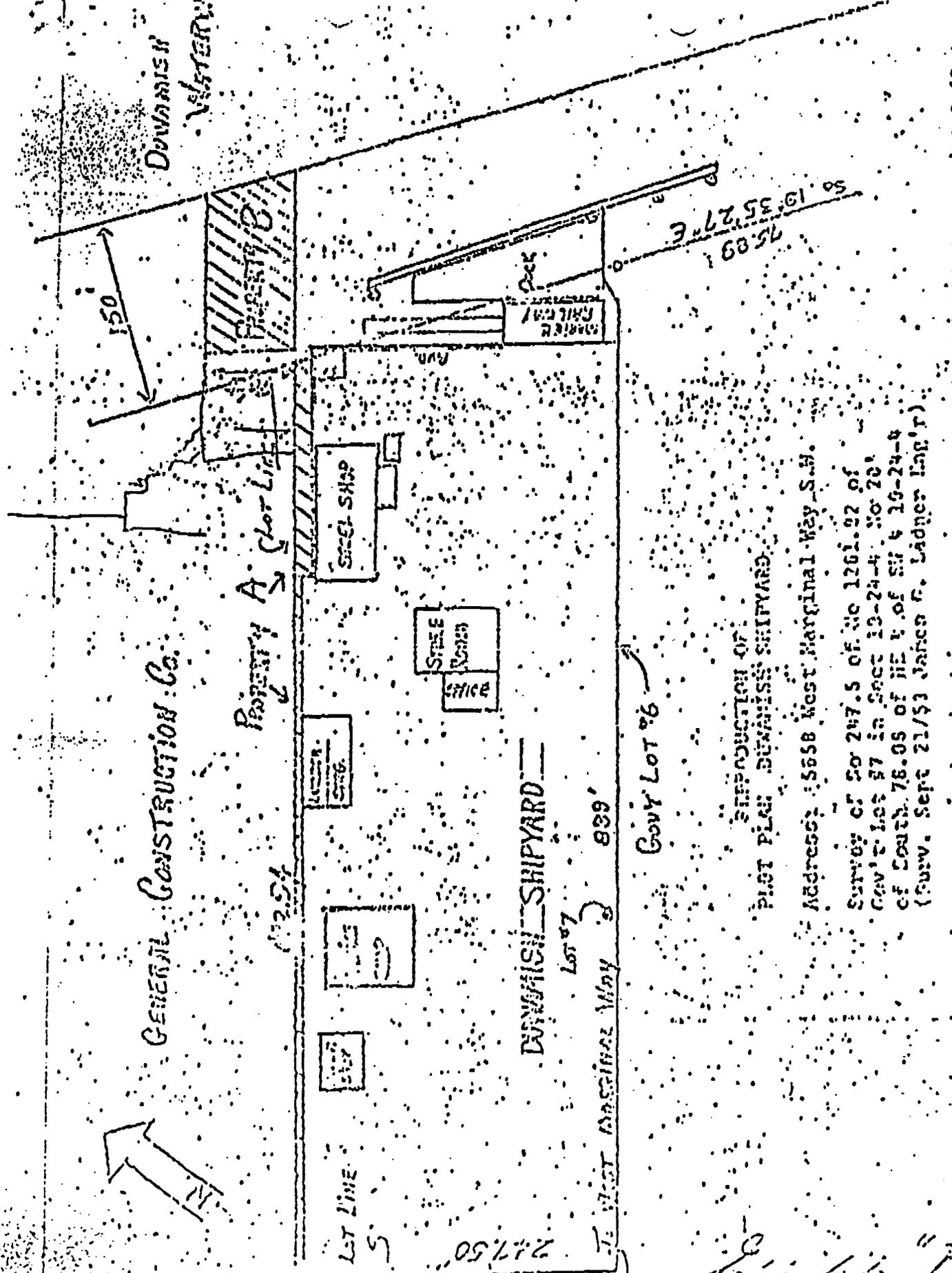
Its Executive Vice President

Shirley H. Young  
WITNESS

DUWAMISH SHIPYARD, INC.

By David M. Larsen

Its PRESIDENT



GENERAL CONSTRUCTION Co.

PROPERTY A (Lot Line)

DUNNISH SHIPYARD

LOT #7

WEST MARGINAL WAY 839'

GOVY LOT #6

REPRODUCTION OF  
PLOT PLAN DUNNISH SHIPYARD

Address: 5658 West Marginal Way S.H.

Survey of 20 247.5 of No 1261.92 of  
Govt. Lot 37 in Sect 13-24-4, No 20  
of South 78.05 of NE 1/4 of SW 1/4 13-24-4  
(Subv. Sept 21/53 James C. Ladner Imp'r)

(Original Plot Plan Scale 1" = 50' 0" Drawing No 700-24 Date: 9-3-57,  
Construction Scale 1/2" = 50' 0")